



Order Filed on April 21, 2020
by Clerk
U.S. Bankruptcy Court
District of New Jersey

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

**Caption in Compliance with
D.N.J.LBR 9004-1**

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In re:

Carlos A. Bedoya

Debtor.

Chapter: 13

Case No.: 19-13186-VFP

Hearing Date: April 16, 2020

Judge: Vincent F. Papalia

**CONSENT ORDER RESOLVING MOTION TO
VACATE AUTOMATIC STAY AND CO-DEBTOR STAY**

The relief set forth on the following pages is hereby **ORDERED**.

DATED: April 21, 2020

A handwritten signature in black ink, appearing to read "Vincent F. Papalia".

Honorable Vincent F. Papalia
United States Bankruptcy Judge

Debtor: Carlos A. Bedoya
Case No.: 19-13186-VFP
Caption of Order: **CONSENT ORDER RESOLVING MOTION TO VACATE
AUTOMATIC STAY AND CO-DEBTOR STAY**

THIS MATTER having been opened to the Court upon the Motion to Vacate the Automatic Stay and Co-Debtor Stay (“Motion”) filed by Specialized Loan Servicing, LLC, as servicing agent for CSAB Mortgage-Backed Pass-Through Certificates, Series 2007-1, U.S. Bank National Association, as Trustee (“Creditor”), and whereas the Debtor and Creditor seek to resolve the Motion, it is hereby stipulated and agreed to that:

1. The underlying loan secured by a mortgage on the following property: **98 Cresskill Avenue, Dumont, NJ 07628** (“Property”) is currently due for the April 1, 2020 payment in the amount of \$2,589.76.

2. Creditor has approved the Debtor for a forbearance of the April 2020 and May 2020 monthly contractual payments.

3. The automatic stay provided under 11 U.S.C. §362(a) and co-debtor stay provided under 11 U.S.C. §1301 shall remain in effect as to Movant’s interest in the Property provided that the Debtor complies with the following:

- a. Resume making the ongoing contractual payments directly to Creditor by June 1, 2020 and continuing thereon as each payment becomes due;
 - b. Include the April and May 2020 payments in the total amount of \$5,179.52 as an arrearage to be paid over the life of the Chapter 13 Plan; and
 - c. Remain current on all post-petition payment obligations, as well as all payments being paid through the Chapter 13 Plan.
4. All payments due hereunder shall be sent directly to Creditor at the following address: Specialized Loan Servicing LLC, P.O. Box 636007, Littleton Colorado, 80163.

5. The Debtor will be in default under the Consent Order in the event that the Debtor fails to comply with the payment terms and conditions set forth in above Paragraph and/or if the Debtor fails to make any payment due to Creditor under the Chapter 13 Plan.

6. If the Debtor fails to cure the default within thirty (30) days from the date of default, Creditor may submit a Certificate of Default to the Court on fourteen (14) days' notice to counsel for Debtor and the Chapter 13 Trustee for an order lifting the automatic stay imposed under 11 U.S.C. § 362(a) and permitting Movant to exercise any rights under the loan documents with respect to the Property.

7. Movant is awarded reimbursement of attorney fees and costs in the amount of \$350.00 and \$181.00, respectfully to be paid through the Chapter 13 Plan.

STIPULATED AND AGREED:

/s/ Robert Wachtel

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210 River Street, Suite 11
Hackensack, NJ 07601

/s/Gavin N. Stewart

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Dated this 20th day of April 2020.